Pond Foundation
P.O. Box 2656, Santa Fe, NM 87504
PH: 505-983-2089 Fax: 505-983-4859

Date: 19 Sept 2003

This is to notify you that Pond Foundation is prepared to award and pay a grant in the amount of $ 970.20 to POINT FOUNDATION to carry on the following activity:

$882.00 to cover expenses for attending Pioneers Conference; $88.20 to be retained by the organization for administrative expenses.

Enclosed is a Grant Agreement for your review. It is necessary that an officer of your organization sign this notification letter as well as the Grant Agreement. Please return the signed, original documents to the above address.

Please indicate your organization's fiscal year in the space provided at the bottom of this letter. Upon receipt of both signed, original documents, we will arrange payment of the grant as soon as possible. Returning signed copies (not originals) of these documents could delay the issuing of grant funds. Please retain copies for your files.

If you have not already provided us with updated written information about your program or organization, please do so at your earliest convenience. This can be mailed separately from the grant agreement and signed letter if enclosing that information will delay the prompt return of these documents.

Many Blessings,

John C. Daw, MSW
Program Officer

POINT FOUNDATION
Grantee Name

Grantee Authorized Signature

9/29/03
Date

12/31/03
Date of End of Grantee's Fiscal Year

Grant Agreement

Grantee Organization POINT FOUNDATION

Address: 1408 MISSION AVE. SAN RAFAEL CA 94901-1971

Telephone: 415 256 2800 Fax: 415 256 2608

Project Director: MICHAEL STONE

Amount of Grant: $970.20 Term of Grant: From NA to

Program Title: BIONEERS CONFERENCE

Description: $882.00 to cover expenses for attending Bioneers Conference; $88.20 to be retained the organization for administrative expenses.

The following terms are agreed upon as conditions for this grant:

1. The Pond Foundation is in receipt of a copy of the determination or ruling letter issued by the Internal Revenue Service to your organization granting it tax-exempt status under Section 501(c)(3) as well as being defined by the Internal Revenue Service to not be a private foundation pursuant to IRC Section 509(a). The tax-exempt and non-private foundation status of Grantee is herein verified as being still valid. Grantee shall notify Grantor immediately of any change in Grantee's tax-exempt status or its non-private foundation status.

2. Under United States law, the Pond Foundation's granted funds may be extended only for charitable, scientific, literary, or educational purposes. This grant is made only for the purposes stated in this letter, and it is understood that these grant funds will be used for such purposes substantially in accordance with the attached approved budget, if any. It is also understood that if there is an approved budget attached, then no substantial variances will be made from the budget without the Grantor's prior approval in writing. Grantor shall be notified of any grant funds not expended or committed for the purposes of the grant, or used within the period stated earlier, and further arrangements will be negotiated between Grantor and Grantee.

3. Grantee shall provide a report to the Grantor as to how the funds were used. This first report is due within the first six months from the date the Grant was issued, with a final reporting when the funds have been fully utilized.

4. This grant is not earmarked to be used nor will any portion thereof be used in any attempt to influence legislation within the meaning of Internal Revenue Services Section 4945(e), to influence the outcome of any specific election or to conduct voter registration drives, to include or encourage violations of the law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with Section 501(c)(3) of the Internal Revenue Code. No agreement, oral or written, to the contrary has been made between Grantor and Grantee.

5. With regard to the selection of any subgrantees to carry out the purposes of this grant, Grantee retains full discretion and control over the selection process, acting completely independently of Grantor. There is no agreement, oral or written, to the contrary that has been made between Grantor and Grantee.

6. The Grantee agrees to not place the Grantor on any general mailing lists nor send solicitations for additional funds at any time throughout the year. The Grantor will, however, accept newsletters, journals, magazines and informational updates regarding the project(s) that this grant is issued for.

7. Pond Foundation has striven to maintain a low profile and we do not want to be promoted or advertised as a funding source.

We realize that it can be helpful to be able to state that funds were received by a foundation, and are agreeable to this purpose. Accordingly, the name of the Grantor may be discreetly released by Grantee solely in the following limited contexts:
1) acknowledging grant funds awarded by Grantor to Grantee, i.e. in a newsletter listing funders and 2) in fundraising efforts if this would lend credibility/legitimacy to a project, or increase support for your organization.

An example of what we would <u>not</u> like to happen is someone from your office speaking with another organization or individual and saying something like "Pond Foundation just gave us $_____, maybe you should try to get some funds from them," or releasing our name and the means of contacting us. As you may be aware, we do not accept solicitations from any organization and if unrequested solicitations are received, this raises the distinct possibility that such organization would be removed for any consideration for at least two years.

If there is some exceptional organization, you may provide this information to us, so we may contact and explore the possibility of providing funds.

8. Non-adherence to the above conditions could affect the possibility of any future funding.

9. This Agreement shall supersede any prior oral or written understanding or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement effective on the 19th day of Sept., 2003.

The Pond Foundation (Grantor)

By: Lola Maverick Berndt Dated: 9/19/2003
Lola Maverick Berndt, Director

POINT FOUNDATION
(Name of Grantee Organization)

By: Michael K [illegible] Dated: 9/29/03

Title: MANAGING EDITOR